# YANARA

# GLOBAL ANTI-BRIBERY AND CORRUPTION POLICY

# 2026

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# 1 Introduction - Policy Statement

Yanara and its affiliates are committed to ethical business practices and full compliance with all applicable anti-bribery and corruption ("**AB&C**") laws and regulations, including but not limited to the US Foreign Corrupt Practices Act ("**FCPA**"), Singapore Prevention of Corruption Act ("**PCA**") and Penal Code ("**PC**"), and, where applicable, the UK Bribery Act ("**UKBA**").

This policy ("**Policy**") aims to ensure that Yanara complies with all applicable AB&C laws and regulations, an overview of such is listed in **Annex A**.

Yanara has a **zero-tolerance policy** towards bribery and corruption. This commitment supports our reputation and success in global renewable energy investments. Anyone who breaches applicable AB&C laws will be subject to disciplinary action. Such violations also constitute criminal offenses, carrying potential fines and imprisonment.

Questions or concerns should be directed to:

- Regina Fentener van Vlissingen, Compliance Officer, or
- If urgent and the Compliance Officer is unavailable, contact Jerome Ortiz, CEO.

# 2 Applicability

This Policy applies to:

- All Yanara employees, directors, and officers
- Third parties acting on Yanara's behalf (e.g., contractors, agents, consultants, vendors)

Employees must comply with this Policy and any stricter local laws.

# 3 Roles / Responsibilities

All Employees must:

a) Understand and adhere to this Policy and applicable laws;

b) Seek clarification when unsure;

c) Report suspected violations promptly;

d) Complete required AB&C training; and

e) Ensure Third Parties understand and follow Yanara's AB&C standards.

# 4 General Prohibitions / Restrictions

## 4.1 Core Principles

Yanara prohibits:

a) Bribery of Government Officials or private parties.

b) Indirect bribery by Third Parties acting on its behalf.

c) Any form of facilitation payments or kickbacks.

We maintain a robust compliance program including due diligence, training, and whistleblower protections.

Use caution when working with third parties with high corruption risk such as Bangladesh, the Philippines, Vietnam, Indonesia, and India (i.e., countries with a Corruption Perceptions Index score of less than 50 out of 100, https://www.transparency.org/en/cpi).

## 4.2 Public and Private Sector Bribery

Yanara strictly prohibits bribery in both public and private sectors. Employees and Third Parties should not offer, give or accept "anything of value" (defined below) -- directly or indirectly - from **any person** for the purpose of:

a) improperly obtaining or retaining business or a business advantage;

b) improperly directing business to other persons; or

c) influencing a Government Official to obtain or retain a business advantage.

### 4.2.1 Prohibition on Public Sector Bribery

Employees and Third Parties are prohibited from directly or indirectly offering to or giving any money, gift, favor, entertainment, loan, gratuity, travel, donations, charitable contributions or anything of value to any Government Official which could be interpreted as influencing to obtain or retain business or a business advantage for Yanara, or direct business to any other person.

**Government Officials** include government employees, officers, representatives or other persons acting in an official capacity, or exercising a public function, for any country, territory, or public international organization. Examples are:

a) Public servants (e.g., judges, tax/customs officials, police);

b) Political party members or candidates;

c) Employees of state-owned or publicly funded entities;

d) Representatives of international organizations (e.g., UN, WHO).

### 4.2.2 Prohibition on Private Sector / Commercial Bribery

Even in jurisdictions where informal payments are customary, Yanara prohibits directly or indirectly offering or accepting anything of value to any person, even non-Government Officials, to influence business decisions involving private individuals or entities.

## 4.3 Direct and Indirect Payments

This Policy applies both to direct payments and those made through an intermediary.

Most AB&C laws prohibit both direct and indirect payments. Companies may be liable if a Third Party makes an improper payment and the company "knew or should have known." Due diligence and awareness of red flags are essential when engaging Third Parties.

## 4.4 Anything of Value

"**Anything of Value**" means any advantage (no matter how small), financial or otherwise, including, without limitation:

- Cash and cash equivalents
- Loans
- Real estate
- Gifts – e.g. Jewelry, lavish meals or entertainment, or travel, automobiles
- Stock or employment offers
- Donations or charitable contributions
- Favors – e.g. hiring a relative, paying for education.

## 4.5 Expediting / Facilitation Payments

In some countries, required administrative action or procedural assistance, not involving obtaining or retaining business, can only be obtained in a timely fashion through the payment of modest gratuities to government officials or employees (known as "**Expediting Payments**" or "**Facilitation Payments**").

Yanara prohibits all Expediting or Facilitation Payments to government officials, even if customary in certain jurisdictions. These payments are considered bribes under laws such as the Singapore PCA and Penal Code.

**Exception**: payments may be made for medical or safety emergencies (i.e., where there is a risk to life, limb or liberty). Any requests for an Expediting or Facilitation Payment must be reported to the Compliance Officer as soon as possible.

## 4.6 Gifts, Hospitality, and Entertainment (GH&E)

While gift-giving may be customary in some regions, it can create the appearance of impropriety. All gifts, hospitality, and entertainment offered or received must comply with this Policy.

Refer to **Annex C** for the applicable protocol.

## 4.7 Charitable Contributions and Sponsorships

Charitable donations and sponsorships must not be used to gain improper advantage. Employees must seek written approval from the Compliance Officer prior to committing to any charitable contribution or any sponsorship.

Due diligence will be conducted on recipients, their leadership, and associated contractors, and certifications will be obtained. All contributions must be properly documented, including the business rationale for supporting such charity.

# 5 Protocols For Compliance

## 5.1 Third Party Due Diligence / Risk Assessment

Yanara must conduct appropriate due diligence on Third Parties, especially those interacting with Government Officials.

Due diligence is **risk-based**, considering factors such as:

- Geography (e.g., high-risk countries per the Corruption Perceptions Index)
- Nature of services
- Type of counterparty

### 5.1.1 General Protocol

| Transaction Location | Counterparty | Due Diligence |
|---|---|---|
| All | All | **Risk based approach** tailored to the relevant Third Party<br><br>See Section 5.1.2 |
| High-Risk Countries | Certain Third Parties | **DD Questionnaire**<br>+<br>**Screening for PEPs**<br>+<br>**External DD (if required)**<br>See Section 5.1.3 |

### 5.1.2 All transactions – Risk Based Due Diligence

All due diligence will be based on a "risk based" approach and tailored to the relevant Third Party.

The business team must notify the Compliance Officer of any red flags before and during the relationship. The Compliance Officer will determine the appropriate level of due diligence.

### 5.1.3 High-Risk Countries – PEP Screening + Questionnaire + External DD (if required)

For certain Third Parties in High-Risk Countries, a minimum level of due diligence will be required.

Prior to beginning a business relationship with any of the following Third Parties:

- joint venture partners;
- land aggregators/brokers;
- consultants (including law firms or accountants) interacting with Government Officials / government agencies;
- anyone who is a Government Official or anyone connected thereto, such as their close relatives ("Politically Exposed Persons" or PEPs"); or
- entities owned or controlled by PEPs.

In a high-risk country, e.g. Bangladesh, the Philippines, Vietnam, Indonesia, and India, the following due diligence is required on such Third Party:

a) completion by such Third Party of Yanara's due diligence questionnaire and compliance certificate see **Annex E**;

b) Screening (or via a third party) for PEPs and

c) External due diligence if deemed necessary by the Compliance Officer (e.g., by Control Risks).

The level of due diligence to be conducted shall be determined by the Compliance Officer in consultation with the relevant business team.

Due diligence findings must be documented and maintained. Existing Third-Party records must be periodically updated.

## 5.2 PEPs

If a potential PEP match or red flag, escalate to the Compliance Officer for further review and guidance.

The Compliance Officer will determine, upon reviewing the possible legal and regulatory considerations and reputational risks, whether the transaction or relationship may proceed in compliance with applicable AB&C laws.

Employees must not attempt to interpret or apply any AB&C laws without prior consultation.

## 5.3 Appointing Third Parties

Commission or fee arrangements may be made only with firms or persons serving as bona fide Third Parties and only with the prior written approval of the Compliance Officer.

Third Parties must be engaged pursuant to, and all commission and fee arrangements with Third Parties must be covered by, written agreements which contains the following elements, in addition to other normal terms and conditions:

a) clear scope of services;

b) commitment by the Third Party to abide by applicable laws, including AB&C laws and this Policy, and a representation that no prohibited payments have been or will be made or promised;

c) Audit rights;

d) prohibition on reimbursement of entertainment-related expenses;

e) pre-approval of travel costs; and

f) disclosure rights of the existence and terms and conditions of the contract to authorities.

All fees paid to Third Parties must be reasonable, accurately recorded, and documented.

Payments to Third Parties must never be made in cash, and they must be made to a bank account in the Third Party's name and in the country in which such Third Party is located (and not to a foreign office or foreign bank account) unless the Compliance Officer has approved otherwise.

The Employee with direct responsibility for the Third Party's engagement will be required to confirm in writing to the Compliance Officer that all the above have been reflected in the relevant written agreement prior to signing or requesting the signing of such agreement by Yanara.

See **Annex D** for a summary of items to include while documenting contractual arrangements with Third Parties.

## 5.4 Red Flags

Employees involved in transactions should note the red flags which are indicators that the Third Party may violate AB&C laws or this Policy:

a) The Third Party is not aware of applicable AB&C laws or this Policy.

b) Justifications for questionable payments such as:

- Payments are consistent with local customs
- Competitors have offered or will offer similar payments
- It doesn't count because the corrupt act failed in its purpose
- A foreign official did not solicit, receive or accept the corrupt payment
- Did not know that the recipient was a Government Official
- The conduct occurred outside the US or Singapore
- The payment or resulting business is not material to the company's financial statements

c) Unusual payment requests, including:
   - Cash payments or through a third party
   - Unnecessary or inaccurate invoices
   - Overpayments, refunds, or excessive commissions
   - Excessive or unusual discounts or rebates to distributors
   - Splitting purchases to avoid procurement or regulatory thresholds
   - Requiring hospitality (meals, entertainment, travel) or gifts beyond norms
   - Vague or elusive about source of funds
   - Seeks to make or receive payment from or to a foreign country bank account other than the country of the party's business or the service performed
   - Involvement of unnecessary intermediaries

d) Boasting of ties with local Government Officials, e.g. procurement, licensing, permitting officials, immigration or customs officials.

e) Use of questionable subcontractors or refusal to provide diligence.

f) Insists on having sole control over interactions with the government or otherwise restricts access to contacts.

g) Insists that a specific person or company participates in the transaction or project in some capacity.

h) Requests for anonymity or refusal to disclose ownership.

i) Lack of transparency with government contracts.

## 5.5 Training

This Policy is communicated to all Employees and during onboarding.

Annual training is conducted by counsel and is **mandatory** for Employees and relevant Third Parties. Participants must certify their understanding and commitment to the Policy. Employees are responsible for seeking clarification when needed.

# 6 Reporting and Whistleblowing

Employees who become aware that improper payment has been paid or offered to a Government Official, must report the issue to the Compliance Officer immediately. The Compliance Officer, in consultation with external counsel, will assess, and if a potential violation exists, advise senior management on the appropriate response.

Yanara provides anonymous reporting services for Employees and Third Parties to report any concerns or complaints:

- **Web Report Intake Site**: yanara.ethicspoint.com
- **Mobile Report Intake Site**: yanaramobile.ethicspoint.com

# 7 Recordkeeping

Records related to transactions and due diligence shall be kept for a minimum of five (5) years from the end of a business relationship or transaction.

Compliance Officer will maintain all relevant records, including reports to authorities, in electronic format.

# 8 Audit

Yanara will conduct **periodic audits** to assess compliance with this Policy and ensure effective implementation.

# ANNEX A: Overview of Relevant Laws

## US Foreign Corrupt Practices Act

The Foreign Corrupt Practices Act ("**FCPA**") prohibits offering, providing, promising or authorizing **anything of value** to a foreign (i.e., non-US) government official, to influence the official action of the recipient or to secure improper business advantage.

- **Broad definition of "Anything of value**": includes tangible and intangible benefits or services including benefits offered to friends and relatives of officials.
- **No minimum threshold**: FCPA provides no de minimis exception for the value promised or conferred. The FCPA can be violated even if no payment is actually made.
- **Broad extraterritorial application:** Applies to violative acts by US entities, their agents and employees that occur entirely outside US territory and acts by any US citizen or resident, wherever they occur. Any person, including foreign companies or persons, may be liable if an act in furtherance of a bribe, e.g. a single telephone call, occurs in the United States. Jurisdiction can also be established if the US bank system is used.
- **Broad definition of "foreign official":** government employees, officers, representatives or other persons acting in an official capacity for a country or territory, employees or officers of government-owned or controlled commercial enterprises, officials of public international organizations (e.g. United Nations or the International Monetary Fund), and political candidates.
- Violaters face significant fines, disgorgement, and imprisonment, e.g. criminal fines of up to $2,000,000 for corporations, and $250,000- and 5-years' imprisonment for individuals. Willful violations of accounting provisions can incur fines of up to $25,000,000 for corporations and $5,000,000, and 20 years of imprisonment for individuals.

For more information, please refer to the FCPA Resource Guide published by the US Department of Justice and SEC at https://www.justice.gov/criminal-fraud/file/1306671/download.

## Singapore Prevention of Corruption Act and Penal Code

The Prevention of Corruption Act ("**PCA**") applies to both public and private sector bribery. The corruption-related provisions of the Penal Code ("**PC**") cover offences by or relating to Singapore public officials.

- **Extra-territorial application**: Applicable to Singapore citizens outside as well as within Singapore. In addition, a person who abets an offence under the PCA from outside Singapore will be liable for the offence.
- Yanara Singapore and all employees who are Singapore citizens are subject to the PCA and PC.
- **Corruption offence** includes soliciting, receiving, giving, promising or offering a bribe.

- "**Gratification**", referring to bribes, is very broad and non-exhaustive: money, gifts and hospitalities; any office, employment, or contract; any release or discharge of an obligation or liability; and any other service, favor, or advantage.
- **No facilitation payment exception**: All forms of bribery are prohibited.

## UK Bribery Act

The UKBA goes beyond FCPA requirements:

1. Prohibits commercial bribery and bribery in the public sector
2. Prohibits receiving bribes in addition to giving bribes
3. No exemption for Expediting or Facilitation payments.

Companies can be held liable for failing to prevent bribery by individuals associated with them—regardless of where the bribery occurs.

A company may be prosecuted if an associated person bribes another person to obtain or retain business or a business advantage. It is liable if it carries on a business, or part of a business, in the UK – even if not incorporated there.

Courts will have jurisdiction over offences committed in the UK, as well as outside of the UK, where the person committing the offences has a close connection with the UK (e.g., British national, ordinarily resident in the UK, body incorporated in the UK).

## ANNEX B: Matters Requiring Approval by Compliance Officer

- Any deviation from this Policy.
- Level of due diligence required to be conducted on a Third Party to address any “red flags” raised by the business team.
- Whether external due diligence (e.g., Control Risks) is required for certain Third Parties in high-risk countries.
- Any transaction or business relationship involving any PEPs.
- Commission and fee arrangements.
- Any travel and/or associated lodging.
- Any gift.
- Any entertainment or meals that may be perceived as excessive (including under local standards) and/or prohibited by a recipient’s employer or by law or regulation.
- Any charitable contributions or any sponsorships.
- Documentation of the AB&C provisions required by this Policy.

# ANNEX C: Gifts, Hospitality, And Entertainment Protocols

## Government Officials

Yanara prohibits giving anything of value, directly or indirectly to Government Officials.

If a gift, hospitality, or entertainment to a Government Official is customary in the relevant country, obtain prior written authorization from the Compliance Officer.

## Private Sector

While Employees and Third Parties are not completely prohibited under this Policy from giving or offering gifts, entertainment, or anything else of value to private individuals for legitimate purposes, they must comply with this Policy and applicable laws.

Employees and Third Parties are responsible for learning and complying with this Policy and all applicable AB&C laws, to avoid the risk to Yanara and its employees.

## Travel

Any travel or lodging to a recipient must be pre-approved by the Compliance Officer and must be:

- Related directly to a legitimate business purpose, e.g. product demonstration performance of a Yanara contract;
- Reasonable, properly documented, and preferably paid directly to vendors. Any exception must be justified and documented before reimbursement;
- Compliant with local laws and the recipient's employer's rules; and
- Limited to the recipient (no family members or leisure travel).

## Gifts

All gifts must be pre-approved by the Compliance Officer and may only be provided if:

- Modest, not excessive, compliant with local norms and laws;
- Preferably, company-branded or promotional in nature;
- Never cash or cash equivalents (e.g., gift cards or gift certificates);
- Given to the same recipient no more than once per year (more frequent giving requires Compliance Officer approval);
- Valued at USD $100 or less (higher value items require prior approval).

## Meals and Entertainment

Entertainment (e.g., meals, events, parties, concerts, sports activities) is permitted only if:

- Modest, infrequent and not excessive by local standards;
- Allowed under local laws and the recipient's employer's policies;
- The host employee is present at the event; and
- Entertainment other than meals is pre-approved by the Compliance Officer.

## Clear and Accurate Recordkeeping

Employees must maintain accurate records for all gifts, travel, entertainment, or items of value provided, including the recipients' names and titles, business purpose, supporting documentation compliant with local accounting requirements.

## No Indirect Payments

Prohibited payments, gifts, or benefits may not be provided indirectly through Third Parties. No gifts, payments, or benefits may be given to a recipient's family members.

# ANNEX D: Documentation Checklist

## General

- A clear description of the services to be provided.
- A right to approve in advance all out of pocket travel expenses.
- A prohibition on reimbursement of expenses related to entertainment.
- All fees must be paid to a bank account in the name of the Third Party, in the country of domicile (not a foreign office or foreign bank account).

## Specific Provisions

Add the following provisions (if there are none) or ensure that substantially similar provisions are in the engagement terms:

1. [Insert name of Third Party] is aware of and complies with all applicable anti-corruption laws, including local laws, the U.S. Foreign Corrupt Practices Act (1977), the U.K. Bribery Act (2010), and similar laws (the "**Anti-Bribery & Corruption Laws**").

2. [Third Party] represents that, in relation to the performance of this agreement:

(a) neither it nor its agents, intermediaries, or other third parties are Public Officials except as previously disclosed;

(b) it and all its agents, intermediaries, and other third parties have complied with the Anti-Bribery & Corruption Laws;

(c) neither it, nor its agents, intermediaries, or other third parties have committed bribery, directly or indirectly, of a Public Official to influence decisions, obtain business improper advantage;

(d) neither it, nor any of its agents, intermediaries, or other third parties have paid, offered, or promised, directly or indirectly, any contributions, fees, commissions or other advantage to any private person to obtain improper advantage;

(e) it has caused all its agents, and representatives engaged in connection with this agreement to comply by these; and

(f) It has not requested or performed any act on behalf of another that would breach these obligations.

3. The [Third Party] undertakes to:

(a) comply, and to ensure its agents, intermediaries, and other third parties comply, with the Anti-Bribery & Corruption Laws;

(b) prohibit improper payments or offers of value, directly or indirectly to Public Officials or private persons for undue advantage;

(d) require its agents, intermediaries, and other third parties engaged in this agreement to abide by these standards; and

(e) avoid any action or request that would breach these obligations.

4. The Company may immediately terminate this agreement upon any breach by [insert name of Third Party] of any of the Anti-Bribery and Corruption Law-related representations, warranties and undertakings.

5. [insert name of Third Party] shall maintain adequate internal controls, books and records of all relevant transactions and grant the Company reasonable audit rights to verify compliance.

6. The Company may disclose the existence and terms of this agreement to authorized governmental agencies.

7. "Public Official" means (i) an employee, officer or representative of, or any person acting in an official capacity for any government department, public agency or public enterprise of a country or territory, (ii) a person holding a legislative, administrative or judicial position of any kind, (iii) an officer of, or individual who holds a position in, a political party, (iv) a candidate for political office, (v) an individual who holds any other official, ceremonial, appointed or inherited position with a government or any of its agencies, or (vi) an individual who exercises a public function for or on behalf of a country, territory, public agency or public enterprise of a country or territory.

# ANNEX E: Form Of Third-Party Due Diligence Questionnaire

## Anti-bribery and Corruption ("AB&C") Due Diligence Questionnaire for [insert name of Third Party]

### Introduction

Yanara (the "**Company**") and all of its affiliates, subsidiaries and related entities (together, the "**Group**") is committed to performing with integrity, and acting ethically and legally in accordance with all applicable laws and regulations, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 (the "**FCPA**"), the UK Bribery Act 2010 ("**UKBA**") and all other applicable anti-bribery and corruption laws (together the "**Applicable Anti-Bribery Laws**").

The Group will require the same commitment from all the consultants, agents, representatives, intermediaries or other companies and individuals acting on behalf of the Group ("**Third Parties**") in connection with any work for the Group.

The information you provide in response to this Questionnaire will be used by the Group to ensure compliance with the Applicable Anti-Bribery Laws as well as to conduct sanctions checks. Please note that depending on your responses, the Group may request further information or clarification from you.

Please refer to and familiarize yourself with the key definition in Section G (Key Definitions) of this questionnaire.

If you have any questions or concerns about the above, please consult the Compliance Officer.

### Overview

This questionnaire comprises the following sections:

A. Corporate Information
B. Services
C. Government Connections
D. ABC Policies
E. Investigations and Violations
F. Key Definitions
G. Certification

#### A. Corporate Information

1. Please provide the full legal name, all commonly used abbreviations, date and place of incorporation and address of [insert name of Third Party].

2. Please provide corporate registration documents, articles of association, shareholders registers, audited financials, and proof of tax payments for [insert name of Third Party].

3. Please provide the full legal name, date and place of incorporation and address of any subsidiaries, joint ventures and other entities that are owned, directly or indirectly, in whole or in part, by [insert name of Third Party] or any related entities of [insert name of Third Party] that will provide any services, directly or indirectly, to the Group (together, "**Affiliates**").

| **Full Name** | **Date/Place of Incorporation** | **Address**[1] | **Type of Business (e.g., LLP, NGO, etc.)** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

4. Please provide the full name (First Name/Middle Name/Last Name), nationality, date of birth, and role of all founders, directors (including nominee directors), senior executives, and holders of Power of Attorney ("**Key Persons**") of [insert name of Third Party]. For verification, please also provide relevant page of passport or other national identity document.

| Full Name | Nationality | DOB | Role |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

5. Please list all direct and indirect Beneficial Owners[2] of [insert name of Third Party] and its Affiliates. Please note the beneficial owners include shareholders, ultimate beneficial owners ("UBOs"), and holders of bearer's certificates. If the [insert name of Third Party] is owned by other entities you will need to provide the ownership information of those entities until the ultimate beneficial owners who will be natural persons. For verification, to the extent not evident in the documents already provided, please provide supporting documentation showing the chain of ownership.

   For each Beneficial Owner, please provide the following information:

[1] Please provide both the address for the principal place of business and mailing address if different.

[2] "**Beneficial Owner**" includes the person to whom the benefits of ownership of an interest in [insert name of Third Party] (or its Affiliates) accrues, even though the interests in [insert name of Third Party] (or its Affiliates) may be held by, or in the name of, another person or held in an account over which another person has investment discretion...

| **Full Name** (First Name/Middle Name/Last Name) | **Citizenship** | **Beneficial interest in [insert name of Third Party] and its Affiliates (*i.e.*, percent ownership or control)** | **Managerial Responsibilities at [insert name of Third Party] and its Affiliates** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

6. (Individual consultant only) Please provide your full name (first name/middle name/last name), nationality, date of birth, address, previous employment history, and shareholdings of other companies (if any). For verification, please provide relevant page of passport or other national identity document.

| | |
|---|---|
| **Full Name** | |
| **Nationality** | |
| **Date of Birth** | |
| **Address** | |
| **Previous Employment History** | |
| **Shareholdings of Other Companies (if any)** | |

7. Please provide the following information regarding the designated contact person at [insert name of Third Party]:

| | |
|---|---|
| **Telephone** | |
| **Fax** | |
| **E-mail** | |
| **Website (if available)** | |

8. Please list the bank name and address for payment (including account name and number) of [insert name of Third Party]

| |
|---|
| |

## B. Services

9. Please describe the goods or services that [insert name of Third Party] will provide:

| |
|---|
| |

10. Please describe your credentials, qualifications and experiences pertaining to the services that [insert name of Third Party] and its Affiliates will provide to the Group.

| |
|---|
| |

11. Please indicate whether [insert name of Third Party] and its Affiliates intend to use any other sub-companies (*i.e.*, sub-agents, sub-distributors or other intermediary used in connection with the services) or individuals (other than your own employees) in connection with the services that [insert name of Third Party] and its Affiliates intend to provide for the Group.

    If your answer is "**yes**," please provide the name and address of all such companies or individuals, describe its relationship to [insert name of Third Party] and its Affiliates and the activities it shall carry out.

| Name and Address of Individual/Company | Relationship With [insert name of Third Party] and Affiliates | Business Activities of Individual/Company |
|---|---|---|
| | | |
| | | |
| | | |

### C. Government Connections

12. Please confirm whether [insert name of Third Party] or any of its Affiliates is a Government Authority[3].

| |
|---|
| |

13. Is any Beneficial Owner, Key Person or employee (together, "**Representatives**") of [insert name of Third Party] and its Affiliates, or any Immediate Family Member of such Representative, a current or former Government Official? If yes, please provide the following information:

| Name and Title of Representative | Name of Government Official[4] | Relationship between Representative and Government Official | Employing Government Authority and Related Title | Government Position and Duties |
|---|---|---|---|---|
| | | | | |
| | | | | |

[3] "**Government Authority**" means (a) a national government, political subdivision thereof or local jurisdiction therein; (b) an instrumentality, board, commission, court or agency, whether civilian or military, of any of the above, however constituted; (c) a government-owned/government-controlled association, organization, business or enterprise; or (d) a political party.

[4] If different from the Representative.

| | | | | |
|---|---|---|---|---|
| | | | | |

14. Please list any Representative of [insert name of Third Party] or its Affiliates who is or will be responsible for dealing with Government Officials and Government Authorities on behalf of [insert name of Third Party] or such Affiliates (specifically in relation to the services provided for the Group).

| Name of Representative | Title | Description of Interaction with Government Officials and Government Authorities |
|---|---|---|
| | | |
| | | |
| | | |

15. Is any Government Official or Immediate Family Member of a Government Official entitled to any part of any compensation or fee to be paid by the Group under the existing agreement with the Group? If yes, please provide the following information:

| Name of Government Official or Immediate Family Member of Government Official | Employing Government Authority and Related Title | Amount of Compensation / Fee |
|---|---|---|
| | | |
| | | |
| | | |

## D. ABC Policies

16. Please identify any specific written policies or procedures [insert name of Third Party] and its Affiliates have regarding anti-corruption compliance, interacting with Government Officials and/or sales and marketing activities. Please also attach a copy of any relevant policies and procedures.

| |
|---|
| |

17. Please identify any specific written policies or procedures [insert name of Third Party] and its Affiliates have regarding providing gifts, entertainment or travel expenses for any third parties.

| |
|---|
| |

18. Please describe any policy [insert name of Third Party] and its Affiliates have regarding facilitation payments (*i.e.* small informal payments to expedite or facilitate routine official government actions).

## E. Investigations And Violations

19. Has [insert name of Third Party] or any of its Affiliates or Principals, engaged in any bribery (of Government Officials or any other person), corruption, kickbacks, money laundering, terrorist financing, fraud, embezzlement, obstruction of justice or other similar offences. If yes, please provide details:

20. Has [insert name of Third Party] or any of its Affiliates or Principals, received any complaints, whistleblowing or media reports alleging illicit or unlawful conduct involving [insert name of Third Party] or any of its Affiliates or Principals. If yes, please provide details:

21. Has [insert name of Third Party] or any of its Affiliates or Principals received indications of illicit or unlawful conduct in internal and external audit reports. If yes, please provide details:

22. Has [insert name of Third Party] or any of its Affiliates or Principals, been accused of or convicted for or received any notice from any Government Authorities for violations of any Applicable Anti-Bribery Laws. If yes, please provide details:

23. Please confirm whether [insert name of Third Party] or any of its Affiliates or Principals has been declared insolvent or has filed for bankruptcy. If yes, please provide details:

## F. Key Definitions

For purposes of this Questionnaire, "**Government Official**" is broadly interpreted and includes, (a) an employee, officer or representative of, or any person otherwise acting in an official capacity for or on behalf of a Government Authority; (b) a legislative, administrative, or judicial official, whether elected or appointed; (c) any employee or person acting for or on behalf of a Government Official, Government Authority, or enterprise performing a governmental function; (d) an officer of, or individual who holds a position in a political party; (e) a candidate for political office; (f) an individual who holds any other official, ceremonial, appointed, or inherited position with a government or any of its agencies; (g) an officer or employee of a supra-national organization; or (h) any person otherwise categorized as a government official under local law. All government employees and all employees of state-owned or controlled

enterprises (*e.g.*, employees employed in state-owned banks) are considered Government Officials.

Examples of Government Officials include but are not limited to the following:

- All elected or appointed Government Officials
- All civil servants
- All officers or employees of political parties
- All officials, employees and other individuals serving at such international organizations as the United Nations (UN), World Health Organization (WHO), World Trade Organization (WTO), International Committee of the Red Cross, International Monetary Fund (IMF), International Criminal Police Organization (INTERPOL)
- All employees of enterprises owned, operated or otherwise controlled by the State (*e.g.*, employees of state-owned banks)
- All administrative and teaching staff and other employees hired by public schools (*e.g.*, professors and researchers in universities)
- All employees, including administrative staff, journalists, editors, chief editors and correctors, of media, news agency and publishing companies

The term "**Government Authority**" means (a) a national government, political subdivision thereof or local jurisdiction therein; (b) an instrumentality, board, commission, court or agency, whether civilian or military, of any of the above, however constituted; (c) a government-owned/government-controlled association, organization, business or enterprise; or (d) a political party.

For purposes of this Questionnaire, "**Immediate Family Member**" means a parent, spouse, child, or sibling (including by marriage).

"**Beneficial Owner**" means, in respect of any entity, the person to whom the benefits of ownership of an interest in such entity (or its Affiliates) accrues, even though the interests in such entity (or its Affiliates) may be held by, or in the name of, another person or held in an account over which another person has investment discretion.

"**Key Person**" includes all founders, directors (including nominee directors), senior executives, and holders of Power of Attorney.

## G. Certification

**I CERTIFY THAT:**

1. I do not know or have reason to believe that I, or anyone who works for me, either now or in the future, will pay, offer, promise, or authorize the payment of money or anything of value, directly or indirectly, to any Government Official or to any other person for the purpose of:

    a. influencing any act or decision of such person in his official capacity, including a decision to fail to perform his official functions; or

b. inducing such person to do any act or omission in violation of the lawful duty of such person; or
c. securing any improper advantage,

in order to assist [insert name of Third Party] or any of its Affiliates, the Group or myself in obtaining or retaining business for or with, or directing business to, any person; and

2. After appropriate inquiry, the information provided in this Questionnaire response is, to the best of my knowledge and belief, accurate, complete and is not misleading.

I agree that if subsequent developments cause the information reported herein to be no longer accurate or complete, I will immediately notify the Group in writing.

Submitted by:

Signature: _____

Name: _____

Title: _____

Date: _____